

UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS

DAVID L. FISH, JR.,

Plaintiff.

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MARINE BIOLOGICAL LABORATORY

Defendant.

Civil Action No. 05-11619-RGS

ANSWER OF DEFENDANT MARINE BIOLOGICAL LABORATORY

Pursuant to Rules 8 and 12 of the Federal Rules of Civil Procedure, defendant Marine Biological Laboratory (the “MBL” or “Defendant”) hereby responds to the allegations contained in the complaint (the “Complaint”) filed on July 15, 2005 by plaintiff David L. Fish, Jr. (“Plaintiff”), as follows:

PARTIES

1. Defendant is without knowledge or information sufficient to form a belief as to the truth of the allegations regarding Plaintiff's address contained in Paragraph 1 of the Complaint. Defendant admits the remaining allegations contained in Paragraph 1.

2. Defendant admits the allegations contained in the first sentence of Paragraph 2 of the Complaint. In response to the allegations contained in the second sentence of Paragraph 2 of the Complaint, Defendant states that, during the year (excluding the summer season), the MBL employs approximately 270-290 employees.

JURISDICTION

3. The allegations contained in Paragraph 3 state conclusions of law to which no response is required.

FACTS

4. Defendant admits the allegations contained in Paragraph 4 of the Complaint to the extent that they state that Plaintiff wrote a letter to Jane MacNeil, the MBL's Equal Employment Opportunity Coordinator, alleging that Watchpersons (currently all male) were being paid at a lower Grade 6 pay rate than Front Office Assistants (currently all female) who were being paid at a Grade 7 pay rate, despite performing substantially similar work. Defendant further states that Plaintiff's reference to Watchpersons paid at a Grade 6 pay rate and Front Office Assistants paid at a Grade 7 pay rate are to the provisions of the collective bargaining agreement ("CBA") negotiated between Service Employees International Union, AFL-CIO, Local 2020, the Plaintiff's Union, and the MBL. See Exhibit 1, CBA. Plaintiff, as a member of the Union's bargaining team, is a signatory to the CBA. Id. Defendant denies the remaining allegations contained in Paragraph 4 of the Complaint.

5. Defendant admits the allegations contained in Paragraph 5 of the Complaint.

6. Defendant admits the allegations contained in Paragraph 6 of the Complaint that, on February 10, 2004, Ms. MacNeil sent Plaintiff a letter and informed him that there was a difference in work assignments, level of effort and responsibility required of Watchpersons versus Front Office Assistants, which was the basis for the difference in pay between the two positions. Defendant further admits that the Watchpersons do not perform daily audits, data entry and running reports, which are duties of the Front Office Assistants. Defendant denies the allegations contained in Paragraph 6 that the Watchpersons perform nearly the same duties as the Front Office Assistants and that Ms. Beckwith's discriminatory procedures for assigning work are limiting Plaintiff's opportunity to receive the higher Grade 7 Front Office Assistant pay rate. Defendant states that Ms. Beckwith has not provided Watchpersons the same training given to

Front Office Assistants because the two positions are different and Watchpersons do not perform data entry or daily audits or run reports like the Front Office Assistants.

7. Defendant denies the allegations contained in Paragraph 7 of the Complaint. Defendant further states that Watchpersons worked more overtime than Front Office Assistants after Plaintiff made his complaint to Ms. MacNeil.

8. Defendant admits the allegations contained in Paragraph 8.

9. Defendant admits the allegations contained in Paragraph 9.

10. To the extent the allegations contained in Paragraph 10 of the Complaint state conclusions of law, no response is required. To the extent the allegations contained in Paragraph 10 of the Complaint contain averments of fact, Defendant denies them.

RELIEF

11. To the extent the allegations contained in the unnumbered section of the Complaint entitled "Relief" constitute prayers for relief, no response is required. To the extent the allegations in the unnumbered section of the Complaint entitled "Relief" contain averments of fact, Defendant denies them. To the extent the unnumbered section of the Complaint entitled "Relief" requests a trial by jury, no response is required.

FIRST AFFIRMATIVE DEFENSE

The Complaint fails to state any claims upon which relief can be granted.

SECOND AFFIRMATIVE DEFENSE

Plaintiff's claims are preempted by Section 301 of the Labor-Management Relations Act, 29 U.S.C. § 185.

THIRD AFFIRMATIVE DEFENSE

To the extent Plaintiff suffered the damages alleged in his Complaint, which is expressly denied, Defendant's actions or omissions did not proximately cause the alleged damages.

FOURTH AFFIRMATIVE DEFENSE

To the extent Plaintiff suffered the damages alleged in his Complaint, which is expressly denied, such damages are too speculative to be recovered.

FIFTH AFFIRMATIVE DEFENSE

Plaintiff's Complaint fails to allege facts sufficient to allow recovery of punitive damages from Defendant.

SIXTH AFFIRMATIVE DEFENSE

Plaintiff's claims are barred by the equitable doctrines of waiver, estoppel and unclean hands.

SEVENTH AFFIRMATIVE DEFENSE

To the extent Plaintiff has received or receives wages from employment, self-employment, social security, or workers' compensation, Defendant is entitled to a set-off of those amounts towards Plaintiff's claim for future monetary losses.

EIGHTH AFFIRMATIVE DEFENSE

Defendant has complied with all laws and regulations and has otherwise satisfied its statutory obligations to Plaintiff.

NINTH AFFIRMATIVE DEFENSE

Defendant states that its actions with respect to Plaintiff were at all times reasonable, privileged and justified by legitimate business needs.

TENTH AFFIRMATIVE DEFENSE

Defendant's treatment of Plaintiff was not and is not based on his gender or any other unlawful criteria, but rather was and is based on legitimate, non-discriminatory reasons.

ELEVENTH AFFIRMATIVE DEFENSE

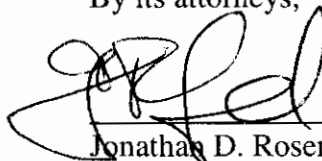
Defendant intends to rely upon such other and further defenses as may become apparent during the discovery of this action, and reserves the right to amend this answer to assert such defenses.

WHEREFORE, Defendant requests that this Court:

1. Dismiss the Complaint with prejudice in its entirety or enter judgment in Defendant's favor;
2. Deny all relief requested by Plaintiff;
3. Award Defendant its reasonable attorneys' fees, costs and expenses incurred in defending this action; and
4. Grant Defendant such further relief as is just, warranted and reasonable under the circumstances.

MARINE BIOLOGICAL LABORATORY

By its attorneys,



Jonathan D. Rosenfeld (MA Bar #556172)

Julie Murphy Clinton (MA Bar #655230)

Wilmer Cutler Pickering Hale and Dorr LLP

60 State Street

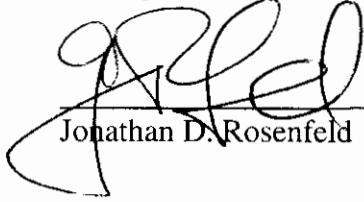
Boston, Massachusetts 02109

(617) 526-6000

Dated: August 9, 2005

CERTIFICATE OF SERVICE

I, Jonathan D. Rosenfeld, hereby certify that on August 9, 2005, I caused a copy of the foregoing Answer to be served by first-class mail upon the plaintiff, David L. Fish, Jr.


Jonathan D. Rosenfeld

AGREEMENT made this 6th day of November, 2003 by and between Marine Biological Laboratory, herein referred to as "the Employer" or "MBL" or "the Laboratory" and Hospital Workers Local 2020, affiliated with the Service Employees International Union, AFL-CIO, herein referred to as "the Union."

Preamble

The Employer and the Union agree to cooperate with one another in efforts to serve the needs of the scientific community, to assure efficient laboratory operations, and to meet the highest standards in such service. It is our common purpose, through the framework of this Agreement, to work together to advance the role of MBL as a center of learning, research and teaching.

The parties agree to act at all times in such a manner as to assure proper dignity and mutual respect.

ARTICLE I - Mutual Respect and Cooperation

Marine Biological Laboratory is committed to recognizing and acknowledging the dignity of its workers. All members of the MBL community are expected to regard and relate to one another within this spirit of dignity and to treat each other as they themselves would wish to be treated. An attitude and an atmosphere of mutual respect, cooperation and consideration foster the best work environment. Courtesy, kindness and respect for others are part of a positive and productive working life.

ARTICLE II - Recognition of the Union

Section 1. The Bargaining Unit

The Employer recognizes the Union as the sole and exclusive representative for collective bargaining with respect to wages, hours, and other terms and conditions of employment of the workers in the bargaining unit set forth in the certification of the National Labor Relations Board (1-RC-19354) dated February 26, 1990. The Employer and the Union may, by written agreement, add or delete classifications from the certified bargaining unit.

Section 2. Notifications

At the time of hire, the Employer will advise all new workers in the bargaining unit that the Union is their collective bargaining representative. During their first day of employment, workers will be introduced to the Union Stewards by the worker's supervisor. There shall be eight (8) Union Stewards including a Chairperson who will represent the following areas: (1) Plant Operations and Maintenance; (2) Candle House/Homestead; (3) Custodians/Housekeepers; (4) Library; (5) Marine Resources; (6) Swope Front Office; (7) Ecosystems; and (8) Watchpersons. The Human Resources Office will maintain a list of Union Stewards and the Chairperson.

The Employer will notify the Union monthly of changes in personnel within the bargaining unit, including names, addresses, telephone numbers, classifications, wage rates, number of hours per week, schedules, and hiring dates of each new worker, and the names of those workers whose employment has been severed, insofar as that information is available. Whenever the Employer is required to notify the Union under this Agreement, the Employer shall notify the Chairperson as well.

Section 3. Union Membership/Agency Fee

Each worker who is a member of the Union on the effective date of this Agreement or becomes a member during the term of this Agreement must remain a member of the Union in good standing for the duration of the Agreement, as a condition of employment. A worker hired after February 15, 1990, must become, and thereafter remain a member of the Union in good standing, within (30) days of hire, as a condition of employment. "Member in good standing" means the payment of periodic dues and initiation fees in accordance with applicable law. Any worker, hired before February 15, 1990, who chooses not to become a member of the Union must pay an agency fee equivalent to the amount of periodic dues to either the Union or a charitable organization exempt from taxation under 501(c)(3) of Title 26 of the Internal Revenue Code, within (30) days of the effective date of this Agreement, for the duration of this Agreement, as a condition of employment. A worker will provide proof of payment to a 501(c)(3) charitable organization to the Union.

Any worker who is a member of and adheres to established and traditional tenets or teachings of a bona fide religion which has historically held conscientious objections to joining or financially supporting labor organizations shall not be required to join or financially support the Union as a condition of employment, provided, however, that such worker shall, as a condition of his/her employment, in lieu of the payment of periodic dues to the Union, pay sums equal to such dues to any of the following non-religious charitable funds, which are exempt from taxation under section 501(c)(3) of Title 26 of the Internal Revenue Code:

1. National Wildlife Federation
2. Jacques Cousteau Society
3. Any other charitable organization under 501(c)(3), including the Marine Biological Laboratory.

Section 4. Dues Deduction

Upon receipt of a voluntary written authorization from a worker, the Employer agrees that it will deduct from the wages due said worker the uniformly applied initiation fee and bi-weekly dues of the worker as fixed by the Union. The Employer shall provide to each worker the necessary authorization form at the worker's commencement of employment. The amount of the bi-weekly dues and initiation fee shall be certified in writing by the Union. The Employer shall remit to the Union all deductions for dues and initiation fees made from the wages of workers for the preceding biweekly period, together with a list of all workers from whom dues and/or initiation fees have been deducted. The Employer shall not make dues deductions of any kind from any worker who, during any weekly period involved, has worked fewer than sixteen (16) hours in that week or where wages do not exceed the dues and/or initiation fee.

It is agreed that the Employer assumes no obligation, financial or otherwise arising out of the provisions of this Article, and the Union shall indemnify, defend and save the Employer harmless against any and all claims, demands, suits or other forms of liability that may arise out of, or by reason of any action taken or not taken by the Employer for the purpose of complying with this Article. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

ARTICLE III - Nondiscrimination, Affirmative
Action and Nondiscrimination

Section 1. Nondiscrimination

The Employer and the Union agree that no worker covered by this Agreement shall be discriminated against because of membership in, or lack of membership in the Union, or because of activities on behalf of, or against the Union.

Section 2. Affirmative Action and Nondiscrimination

Marine Biological Laboratory is an equal opportunity, affirmative action employer. In order to comply with the applicable federal and state laws, MBL must meet specific posting and reporting requirements to make certain that there is no discrimination in the employment or treatment of qualified workers based on race, color, sex, religious belief, age, national origin, handicap, or status as a Vietnam era or disabled veteran.

It is the desire of both parties that all workers be accorded fair, equitable, and open treatment. Accordingly, neither the Employer nor the Union shall discriminate against any worker in the unit on the basis of age, race, color, religious belief, national origin, sex, sexual orientation, handicap, marital status, or status as a Vietnam era or disabled veteran in accordance with applicable law. Neither the Employer nor the Union shall discriminate against any worker on the basis of his/her political belief or affiliation. Neither shall the Employer nor the Union discriminate against any disabled applicant or worker who is able to fulfill the requirements of a specific job for which he/she is being considered, or in which he/she may be employed. All members of the MBL community are expected to act in accordance with this policy as well as the requirements of law.

Section 3. Redress for Sexual Harassment

Workers who believe that they have been subject to sexual harassment may seek redress through the procedures outlined in the Employer's existing sexual harassment policy or where applicable through the Grievance and Arbitration procedure in this Agreement.

ARTICLE IV - Employment Status

Section 1. Definitions

A. Regular full-time workers: Those workers who are regularly scheduled to work forty (40) hours per week. Regular full-time workers are eligible for all benefits provided by this Agreement.

B. Regular part-time workers: Those workers who are regularly scheduled to work twenty (20) hours or more per week. Regular part-time workers may participate in the benefits provided by this Agreement if they meet the eligibility requirements. Benefits will be extended to regular part-time workers on a prorated basis.

C. Part-time workers: Those workers who are regularly scheduled to work less than twenty (20) hours per week are ineligible to receive benefits except as provided in the Agreement.

D. Temporary workers: Those workers who are hired for a specific amount of time, for a specific stated project or to cover a leave of absence for a regular worker. The Employer may not hire temporary workers for a period exceeding one (1) year, except by mutual agreement with the Union. Temporary workers hired for the period from May 1 to October 1 or for a period of less than six (6) consecutive months are not covered by the terms of this Agreement. Temporary workers hired for a period of more than six (6) consecutive months are covered by the terms of this Agreement. There shall be no aggregation of the period of hire in a summer position (May 1 to October 1) with the period of hire for a different temporary position or for a position in a different department. A temporary worker who is subsequently hired as a regular worker in the same position in which he/she has worked for four (4) months on temporary status shall not have to serve a probationary period in that position. The date of hire for temporary workers who have been awarded a regular position for purposes of pension vesting and seniority under this Agreement shall be the original date of hire in the temporary position. Temporary workers covered by this Agreement who are regularly scheduled to work twenty (20) hours or more are eligible for holiday and vacation pay on a pro-rated basis as provided by this Agreement. Temporary workers covered by this Agreement are not eligible for any other benefits. The employer will notify the union chairperson after hire and will send all job postings and notice of who was hired for each position and length of time hired.

E. Restricted Funds Workers: Those workers whose compensation is paid from restricted funds except for the Laboratory Manager and the Secretary for the Director of Library Planning. These positions have been excluded from the definition of restricted funds positions because they involve educational and library activities not directly related to scientific research. Restricted funds workers are entitled to receive compensation at their grade and regular benefits provided that the principal investigator determines that there are sufficient restricted funds. In the event that the principal investigator determines that there are insufficient restricted funds to cover the worker's compensation at his/her grade and regular benefits, the following steps may be taken in the following order of preference in accordance with the institutional guidelines set forth herein.

1. A reduction in the worker's compensation to no lower than the minimum of the worker's grade.
2. A reduction in the worker's compensation to the minimum of the worker's grade and a reduction in the worker's hours of work and a reduction in benefits to those provided to regular part-time workers.
3. A reduction in hours to below twenty (20) hours with no benefits at the minimum of the worker's grade.

In the event that the principal investigator(s) determines that there are insufficient funds to cover the worker's compensation and regular benefits at the levels described above, the principal investigator shall inform the Employer of that fact. The Employer may then layoff the restricted funds worker. Determinations made pursuant to this section of this Article including layoff are not subject to the Grievance and Arbitration procedure. Restricted funds workers may not exercise bumping rights into non-restricted funds positions and may not exercise bumping rights into positions which are funded in whole or in part by restricted funds.

The Union shall be advised by the Human Resources Department of any change in the wages, hours or benefits of a restricted funds worker made pursuant to this section of this Article. The Union may meet with the Human Resources Department to discuss and review such changes. Notwithstanding the foregoing, the Union may grieve and arbitrate only whether compensation and

benefit arrangements made under this section of this Article meet the institutional guidelines set forth herein. No worker may be required to agree to a reduction in hours or benefits.

F. Probationary workers: Newly hired workers shall be considered probationary workers for the first four (4) months of their employment, during which time they may be discharged or disciplined at the Employer's sole discretion without recourse to the Grievance and Arbitration procedure. During the probationary period, the worker and his/her supervisor may evaluate the suitability of the placement. The worker must be notified in writing during this four (4) month period if his/her performance has been unsatisfactory or if the supervisor finds that the worker is unsuited for the position. During the probationary period, regular full-time and regular part-time probationary workers are eligible for all benefits provided by this Agreement.

G. Volunteers: Individuals who perform services without compensation of wages or benefits. Volunteers are not covered by the terms of this Agreement.

H. Interns: Students who perform services for no compensation or reduced compensation as part of their educational training. Interns are not covered by the terms of this Agreement.

ARTICLE V - Wages

Section 1. Wage Rates

MBL shall increase wages across the board (including anyone who is red-circled above the scale) for each year of the contract as follows: Wages shall increase 2% on June 1, 2003, 2% on April 1, 2004, 3% on April 1, 2005, 3% on April 1, 2006, and 3% on April 1, 2007. These increases shall be in addition to the step increase (if any) which workers shall receive on their anniversary date during the term of the contract.

On June 1, 2003 eliminate the Start step and move each worker on this step to the 1 Year Step.

On April 1, 2004 create a new Step 21 Years, which is 2% more than Step 20 Years. Workers on Step 20 Years will advance to Step 21 Years on their anniversary date.

On April 1, 2005 eliminate 1 Year Step and move each worker on this step to the 2 Years Step. Create a new Step 22 Years, which is 2% more than Step 21 Years. Workers on Step 21 Years will advance to Step 22 Years on their anniversary date.

Section 2. Placement on Wage Scale

A. Rate after Promotion: The following schedule shall be used to determine rate of pay after promotion:

1	Grade up = Same step
2	Grades up = 1 step back
3	Grades up = 2 steps back
4	Grades up = 3 steps back
5	Grades up = 4 steps back
6	Grades up = 5 steps back
7	Grades up = 6 steps back
8	Grades up = 7 steps back
9	Grades up = 8 steps back
10	Grades up = 9 steps back
11	Grades up = 10 steps back
12	Grades up = 11 steps back

Notwithstanding the above promotion schedule, the maximum increase resulting from a promotion shall be 10% or the first step of the new grade if that is higher.

The worker's anniversary date shall not change. Workers are guaranteed a raise when promoted.

Any worker who bids or bumps into a job in a lower grade shall be placed in a step that is consistent with not having lost any steps due to promotions.

Upgradings shall remain in the same step and anniversary date.

To determine if a worker has been promoted or upgraded the following criteria shall be considered and the decision will be made on a case by case basis:

Usually:

Promotion

- 1) Job posted
- 2) Replacement of previous job
- 3) Abrupt change in job duties
- 4) Retain few of same job functions.

Upgrade

- 1) Job not posted
- 2) Former job not replaced
- 3) Gradual or no change in job duties
- 4) Retain many of job functions.

B. Upgrade: Any worker who feels he/she is graded incorrectly either because he/she feels the grade was never correct or because he/she has been given additional duties and/or higher responsibility, may appeal to the grading committee and, should the grading committee agree to the upgrade, such change in grade shall be done retroactive to the date the worker appealed to the grading committee. The Union shall be notified of any upgrades.

The grading committee shall include two members of the bargaining unit. Once appointed the members remain on the committee until they resign. When there is a vacancy in a bargaining unit membership position, the union will discuss with the Director of Human Resources the areas of the MBL from which representation is needed to maintain committee diversity. The Union will then submit a list containing a minimum of five (5) names nominated to fill the vacancy who are willing to serve. The Director of Human Resources will select the person to fill the vacancy from this list.

C. Hire Rate: No bargaining unit member shall receive less than grade 3. A worker will be placed in the grade and step based on his/her experience and qualifications as determined by the MBL. If the MBL hires a new worker above the step of another worker in the same classification and grade, the MBL agrees to consider the prior work experience and qualifications of all other workers in the same classification and grade and to adjust any of those workers' step if the MBL determines that it is appropriate. The MBL will consider the step placement of existing workers in a classification and grade only one time, when the first new worker is hired in above another worker in that same classification and grade.

There shall be an exception to the rule set forth in the previous paragraph where a new worker, who is an existing member of a new scientist's staff, is hired above the start rate. In that situation there shall be no consideration of the step placement of any other worker in the same classification and grade as the new worker. Bargaining unit workers are only allowed to bid into vacant bargaining unit positions of a new scientist's staff.

Section 3. Overtime

A. Exempt Workers: The MBL shall continue its present policy concerning overtime worked by exempt workers.

B. Non-Exempt Workers: All work performed by non-exempt workers in excess of forty (40) hours in a workweek shall be paid at the rate of one and one-half times the worker's regular rate. Compensatory time off may be substituted in lieu of overtime pay with the agreement of the worker.

C. All paid time shall count as time worked for the purpose of calculating overtime. In the case of sick time which is to be counted towards overtime, the Employer may reasonably require evidence of illness.

Section 4. On-call

Workers who are required to be "on-call" shall be paid at the rate of \$1.75 per hour when on-call as of the first day of the calendar month following the month of the execution of the contract. If called into work, workers shall receive time and one-half for all hours worked, but in no event for less than three (3) hours. No worker shall be required to be on-call for more than one week in every four weeks.

Section 5. Shift differential

Watchmen who work between the hours of midnight and 8:00 am. shall be paid an additional \$1.00 per hour for all such hours worked as of the first day of the calendar month following the month of the execution of the contract.

Section 6. Bonus

The Employer may pay a one time per year bonus of up to \$1,000 to a worker for work above and beyond the worker's duties. A bonus is not appropriate if additional duties become part of an employee's regular job.

The Employer will notify the Union and then the worker as soon as it determines the worker is eligible for a bonus. Either the worker or the Union may bring to the Employer's attention that a worker should be considered for a bonus based upon meeting the criteria set forth in this section. In the event that the worker or the Union requests that the worker be considered for a bonus, the Employer will make a determination and will notify the worker and the Union within one week.

Section 7. Step Adjustment

At the time of the worker's performance review, MBL may, at its discretion, give the worker a one step increase based upon the worker's performance. There shall be no minimum or maximum number of workers eligible for a step increase.

Section 8. Payroll

A. Paychecks: Workers shall be paid bi-weekly every other Thursday. Paychecks shall be distributed by the department heads on the morning of pay day.

B. Direct Deposit: If desired, a worker's paycheck may be deposited directly into a worker's bank account.

C. Payroll Savings Deductions: If a worker so requests, a specified bi-weekly amount shall be deducted from the worker's paycheck and deposited bi-weekly into any savings account which accepts electronic transfers .

D. Salary Advances: Workers of the MBL may receive an advance against their next paycheck by signing the Payroll Advance Form which is available from the Human Resources Office. The advance is limited to the net amount of the worker's bi-weekly paycheck and the sum of the advance will be deducted in its entirety from the worker's next paycheck. A worker shall be limited to five advances per anniversary year, unless the Director of Human Resources determines in her discretion that additional advances should be allowed. The Controller shall have discretion to deny a request for an advance if the worker has an outstanding balance on any account with MBL.

E. Purchasing of Items Through the MBL Purchasing Office: To the extent permitted by law, workers of MBL may purchase items through the Purchasing Office and have them charged to their personal MBL account up to \$100. A worker shall repay purchases within thirty (30) days of the date of his/her monthly statement. If there is an outstanding balance at the end of this thirty (30) day period, the amount will be deducted from the worker's paycheck. If a balance remains outstanding after this thirty (30) day period, the Controller may prohibit the worker from purchasing items for a designated period of time. A purchase over \$100 must be approved in advance of the purchase by the Controller. In addition, any purchase that would result in a worker's outstanding MBL personal account balance exceeding \$100 must be paid for up front, by cash, check or credit card, at the time of purchase. Any worker purchasing an item through the purchasing office must sign an acknowledgment authorizing the MBL to deduct any outstanding amounts from the worker's paycheck.

ARTICLE VI - Hours of Work

Section 1. Workweek

The regular straight time workweek shall be forty (40) hours consisting of five days of eight (8) hours each within seven (7) consecutive days beginning with the morning day shift on Monday and ending with the night shift on Sunday.

Section 2. Workday

The regular workday shall be 8:00 a.m. until 5:00 p.m. with one hour unpaid for lunch. The Employer may vary the work schedule of particular workers or of workers within an operational area to meet the operating needs of the Laboratory. Workers will be notified before schedules are changed except in an emergency.

Workers are entitled to two paid fifteen (15) minute breaks which shall generally be taken in the middle of the morning and the middle of the afternoon. Breaks shall not be taken during the last half hour of the worker's workday except with the Supervisor's permission.

Section 3. Flex Time

The immediate supervisor, with the approval of the Department Head, may arrange with workers a flexible work schedule which does not comport with the regular workweek or workday. The Department Head shall have the right to rescind the flexible time schedule by notifying affected workers before schedules are changed except in an emergency. The Department Head shall not arbitrarily rescind the flexible work schedule. A worker who believes that his/her Department Head

has rescinded the flexible work schedule in an arbitrary manner may seek expedited review of that decision from the Director of Human Resources apart from the Grievance and Arbitration Procedure. The Director of Human Resources will notify the Department Head and the worker of her decision within three (3) working days from the date in which the worker seeks review.

ARTICLE VII - Vacation

Section 1. Vacation Time Accrual

Regular full-time workers shall accrue vacation according to the following schedule:

YEARS WORKED	ACCRUED DAYS
0-1 Yr.	1 day/month
1 Yr.	12 days/Yr.
3 Yrs.	15 days/Yr.
7 Yrs.	20 days/Yr.
15 Yrs.	25 days/Yr.
25 Yrs.	30 days/Yr.

Regular part-time workers and part-time workers who are regularly scheduled to work sixteen (16) or more hours shall accrue vacation according to the above schedule on a pro-rated basis.

Accrual of vacation shall be calculated from the date of hire which means the first day worked. During the first year of employment, a worker will accrue vacation but may not take it until the following year, unless the worker obtains the approval of the Department Head. Each year of service earns the worker the accrued vacation set forth in the schedule above on the applicable anniversary of the worker's date of hire. Workers are expected to take vacation within the twelve (12) month period following such anniversary. Workers who do not take their vacation within that twelve (12) month period may be required to take their vacation at a time specified by the Employer. Unpaid vacation will not carry over from one year to the next except when the workload prohibits the worker from taking accrued vacation within the specified time period. In that event, the worker may carry over vacation upon approval by the Controller. A worker who has completed at least one year of service may borrow up to two (2) weeks vacation time with the approval of the Department Head. All borrowed vacation time may be deducted from the worker's final paycheck. A worker will be paid all accrued but unpaid vacation to which he/she is entitled upon termination of his/her employment.

Section 2. Choice of Vacation and Calculation Rates

All vacation time off must be approved in advance by the Department Head. Subject to the Laboratory's operating needs, a worker shall have his/her choice of vacation time on the basis of seniority. Also subject to the Laboratory's operating needs, workers may take at least one continuous week's vacation during the summer period and may continue to take additional non-continuous vacation days during the summer period. Vacation payment shall be calculated using the worker's current regular rate of pay. Vacation days may be taken consecutively or split upon approval of the Department Head.

Section 3. Carried-Over Vacation

Workers are encouraged to take vacation which has been accrued from anniversary years prior to the effective date of this Agreement.

ARTICLE VIII - Holidays

Section 1. Holidays Observed

The Laboratory observes the following paid holidays: New Year's Day, Martin Luther King Day, President's Day, Patriot's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving, Friday after Thanksgiving, and Christmas. Holidays falling on Saturday are celebrated the preceding Friday; those falling on Sunday are observed on the following Monday.

Section 2. Holiday Pay

Regular full-time workers will be entitled to receive eight (8) hours of holiday pay. Regular part-time workers and temporary workers covered by this Agreement who are regularly scheduled to work 20 hours or more per week will receive holiday pay on a prorated basis.

Workers who work a holiday shall be paid at time and one-half in addition to holiday pay, except for watchmen who receive straight-time pay and one (1) day off with straight-time pay for each holiday whether they work the holiday or not.

Section 3. Holiday During Vacation

If a paid holiday occurs within a worker's vacation period, the worker's vacation may be extended for another day or such additional day may be deferred and taken at another time during the anniversary year.

ARTICLE IX - Leaves of Absence

MBL's Family and Medical Leave Policy incorporates the relevant provisions of the federal Family and Medical Leave Act ("FMLA") of 1993 and shall govern workers' eligibility for leave and the obligations of the worker and the employer thereto in the following situations: (1) because of the birth or placement for adoption or foster care of a new son or daughter and in order to care for that child; (2) to take care of a parent, spouse, son or daughter with a serious health condition; and (3) where a serious health condition makes the worker incapable of performing his or her job.

Where any provision of Article IX, Leaves of Absence, is inconsistent with either the MBL Family and Medical Leave policy or the federal Family and Medical Leave Act of 1993 and its regulations, the MBL Family and Medical Leave policy and the federal Family and Medical Leave Act of 1993 and its regulations will govern effective August 5, 1993.

Workers shall be eligible to have their group health insurance coverage maintained for the duration of their FMLA qualifying leave in accordance with MBL's Family and Medical Leave Policy and the federal Family and Medical Leave Act of 1993 and its regulations. During the period in which group health insurance coverage is maintained for an FMLA qualifying leave, the Employer and worker shall continue to contribute their respective share of the cost of such coverage. Workers who

are not on FMLA qualifying leave may elect to retain medical, dental and life insurance benefits by assuming the full cost of coverage.

Request for a leave of absence must be made in writing to the worker's Department Head two (2) calendar weeks prior to the effective date and requires written approval by the Director of Human Resources. Such requests must include the reason, effective date and expected date of return. Workers not returning to work at the expiration of leave may lose their employment status unless an extension is requested from and granted by the Director of Human Resources.

During any unpaid leave of absence other than a workers' compensation leave, seniority shall continue to accrue up to a maximum of three months. During any workers' compensation leave, seniority shall continue to accrue up to a maximum of six months. Workers on any leave of absence do not accrue sick, vacation, holiday or other benefits.

Unpaid leaves of absence may be granted for education, related employment, or personal leave, and shall be granted for personal illness (MBL may request confirmation by a physician which it selects), industrial accident, military, maternity or adoptive leave for the following time periods:

1. Personal Illness not to exceed six (6) months and to run concurrently for 12 weeks with Family and Medical Leave, if applicable.
2. Industrial Accident not to exceed six (6) months and to run concurrently for 12 weeks with Family and Medical Leave, if applicable.
3. Military leave as provided by law and reinstatement as provided by law. Workers called for summer duty will be provided time off and be paid the difference between their military and regular pay. This benefit applies to required service only and is limited to annual seventeen (17) day encampment. Workers are not permitted to schedule vacation time immediately preceding or following a military leave except with the permission of the Department Head and the Director of Human Resources.
4. Personal leave not to exceed six (6) months and to run concurrently for 12 weeks with Family and Medical leave, if applicable.
5. Related Employment not to exceed six (6) months.
6. Educational leave not to exceed six (6) months.
7. Maternity leave not to exceed six (6) months and to run concurrently for 12 weeks with Family and Medical Leave.
8. Adoptive leave not to exceed six (6) months for the purpose of adopting a child under the age of 18 or under the age of 23 if the child is mentally or physically disabled. This leave will run concurrently for 12 weeks with Family and Medical Leave.

There shall be no tacking or pyramiding of one leave with another.

A worker, returning from a leave of absence, will be reinstated to the same job unless there has been a substantial change in MBL's circumstances. In that event, the worker will be reinstated to a similar job with the same pay. If the same job and a similar job with the same pay are not available,

reinstatement may be deferred until a position is available, and the worker shall be granted a preference in recall. In all circumstances, the worker must be able to do the job for which reinstatement is sought.

The Employer may extend a leave of absence. Such extension shall not be unreasonably denied.

ARTICLE X - Jury Duty

A worker who is scheduled for work and is called for jury duty will receive the difference between his regular wage and his payment for each day served on jury duty.

ARTICLE XI - Health Insurance

Section 1. Medical

Regular full-time and regular part-time workers are eligible for health insurance benefits. The Employer shall contribute on a pro-rated basis for regular part-time workers. Regular full-time and regular part-time workers may participate in either of the two health insurance plans and at the contribution levels set forth below.

A. BC/BS HMO Blue New England

<u>Regular Full-Time Workers</u>	<u>Individual</u>	<u>Family</u>
BC/BS - MBL pays	90%	70%
Worker pays	10%	30%

B. BC/BS Blue Choice New England

<u>Regular Full-Time Workers</u>	<u>Individual</u>	<u>Family</u>
BC/BS - MBL pays	90%	70%
Worker pays	10%	30%

Section 2. Dental

Regular full-time and regular part-time workers are eligible to participate in the existing Delta Dental Plan. Effective January 1, 2001, the plan will include a \$1,000 Calendar Year Maximum.

The Employer will contribute 100% for regular full-time workers for both the individual and the family dental plans throughout the term of this Agreement. The Employer shall contribute on a pro-rated basis for regular part-time workers.

Section 3. Long-Term Disability

Regular full-time and regular part-time workers are eligible to participate in the long-term disability insurance provided by the Employer. The Employer will pay 100% of the premiums for regular full-time workers and a pro-rated amount for regular part-time workers. Coverage commences following six months of life insurance participation. An employee will be eligible for benefits after 90 days of continuous disability. The monthly benefit is the lesser of 60% of the worker's monthly earnings or \$6,000. The duration of the monthly benefit for workers age 62 or under at the time of

disability is the later of either the worker's 65th birthday or three and one-half years. For those workers 63 and older the duration of the monthly benefit is from one to three years depending upon the worker's age at the time of disability.

Section 4. COBRA

Eligible workers shall enjoy the health care coverage rights and obligations provided by COBRA. These rights and obligations include, but are not limited to, the right of workers who voluntarily or involuntarily terminate their employment and their eligible beneficiaries to elect to continue group health and dental coverage for up to 18 months, provided they pay the full premiums. Workers whose hours are reduced below the minimum required for participation also have the right to continue in the group plan for up to 18 months at their own expense. Workers who are on layoff or on an authorized leave of absence may be charged 100% of the cost of the group health and dental insurance premium for continued coverage. All other workers or former workers may be charged 102% of the cost of the group health and dental insurance premium for continued coverage.

Section 5. Change of Insurance Carriers and Plans

The Employer may change insurance carriers and plans for medical, dental and long-term disability insurance so long as there are substantially equivalent benefits and similar services. The Employer shall notify the Union prior to making any change in carriers or plans.

Section 6. Disputes

The benefits under, and participation in, the medical, dental and long-term disability insurance plans shall be subject to such conditions and limitations as may be set forth in the policies or contracts of insurance. Any dispute concerning eligibility for or payment of benefits under any such policies or contracts shall be settled in accordance with the terms thereof and shall not be subject to grievance or arbitration under the terms of this Agreement.

ARTICLE XII - Health and Safety

Section 1. Joint Health and Safety Committee

MBL and the workers shall comply with all applicable state and federal health and safety laws. MBL is committed to promoting safe work practices and a healthy work environment. To that end, there shall be a Joint Health and Safety Committee composed of three (3) Union and three (3) Management members who shall meet periodically to discuss health and safety problems. The Employer or the Union may request a meeting of the Joint Health and Safety Committee. It is the stated goal of the Joint Health and Safety Committee to promote and maintain safety consciousness among all workers and to make recommendations to the Employer. The Joint Health and Safety Committee will make recommendations for management consideration concerning health and safety.

Section 2. Orientation and Training

Workers will receive orientation and training, as may be necessary, in equipment and chemicals that are used at the Laboratory.

ARTICLE XIII - Advancement

Section 1. Tuition Reimbursement

The Employer will reimburse workers for tuition for job-related courses approved by the Department Head and the Director of Human Resources in amounts set by the Cost Center for the worker's department and subject to the availability of funds of the Cost Center. Upon satisfactory completion of the covered courses and a passing grade, a worker will be reimbursed for the amount set by the Cost Center.

Section 2. Seminars and Conferences

The Employer may allow workers to attend seminars and conferences related to their jobs and shall pay the cost of the conference, together with any travel costs, including the current institutionally applied mileage rate.

Section 3. Vacancies and Promotions

A. Posting: The Employer shall post all vacancies on a central bulletin board for a period of one (1) week. Bargaining unit workers shall have no bidding rights for positions outside the bargaining unit. Posting for bargaining unit vacancies shall include the grade level, hours, duties and qualifications for the position. The Employer may seek applications from outside the bargaining unit during the posting period. The Employer may assign anyone to fill a vacancy temporarily pending the posting of a notice hereunder and the consideration of applications and the awarding of the position. The Employer shall act reasonably under the circumstances in filling the position.

If the Laboratory needs additional hours in a job classification, the following guidelines and procedure will be used:

1. The hours may be added to a day already worked. No new days will be added.
2. The hours must be in the same job classification and supervised by one manager.
3. The original hours can be increased up to two times. For example, an original two hour shift can be increased up to four.
4. The above "adding of hours" may occur at most once per year per job per worker (the year beginning on the date additional hours were added).

If the above criteria do not apply, the Laboratory shall post the additional hours under the job posting section of the contract.

B. Application: A worker interested in bidding for a vacant position shall apply in writing to the Human Resources Department.

C. Award: For the following positions, the Employer shall select the applicant who, in its reasonable judgment, is best qualified: Head Carpenter; A/R, A/P, and Payroll Bookkeepers; Librarians, including but not limited to: Catalog, Serials, Document Resource, Science Reference; Head Apparatus Technician; Computer Network Associate; Senior Biological Collector; Licensed Boat Captain; Boat Captain; ORAE Lab Technician; and Assistant to Director of Education. For all other

positions, where the applicants are qualified, the vacancies will be filled in the following order of preference:

1. Qualified applicants from within the bargaining unit according to their institutional seniority.
2. Qualified applicants from outside the bargaining unit.

If any worker is on vacation for the entire period when a job is posted, he/she shall be granted an additional one (1) week upon his/her return to submit a bid, provided the posted position has not already been filled.

After an award is made, the Employer shall post the fact and state the seniority date of the individual receiving the position.

D. Trial Period. Whenever a worker changes his/her position by virtue of a promotion to a higher grade or lateral transfer within the same grade, the worker shall have the right to rescind the change in position for a period of one (1) week commencing on the worker's first day in the new position. If the worker decides not to remain in the new position and notifies the Human Resources Office in writing within the one (1) week period, he/she shall have the right to return to his/her former position without loss of classification seniority. During the first ninety (90) days, the Employer shall have the right to return the worker to his/her former position without loss of classification seniority for any reason. Any worker who is displaced by the return of another worker to his/her former position under the terms of this section may be returned to his/her former position without recourse to the Grievance and Arbitration Procedure. Any person hired to fill a vacancy resulting from the transfer or promotion of a person who is displaced by the return of a worker to his/her former position pursuant to this section may be terminated without recourse to the Grievance and Arbitration Procedure. A worker may not bid for a promotion or lateral transfer until the worker has completed six (6) months of employment. A worker may make only one (1) successful lateral bid per year. An increase in the number of hours worked in the same position which results in a change in employment status shall not be considered a lateral transfer.

E. Temporary Jobs. The Employer will post temporary jobs but shall have sole discretion in filling those Positions.

ARTICLE XIV - Sick Leave

Regular full-time workers shall accrue thirteen (13) days (104 hours) of sick leave per year. Regular part-time workers will accrue sick leave on a pro-rated basis. Sick leave which is not used during a worker's anniversary year will be carried over to the next year up to a maximum of one hundred and thirty (130) days (1040 hours). Payment will not be made for any unused sick time.

Sick leave may be used for the following reasons:

- a. Illness of worker
- b. Illness of family members
- c. Medical and dental appointments

- d. Accrued sick leave may be used to boost workers compensation to 100% of regular pay, at worker's option.

If all sick leave is exhausted, accrued vacation will be charged for any additional time taken. One week of sick leave may be advanced in accordance with the current personnel policy. When sick and vacation leave are exhausted, then an unpaid leave of absence may be requested.

A special exception is made for workers during their first twelve months of employment at the MBL. During the first twelve months of employment new hires may be advanced up to two weeks of sick leave for "serious health conditions." The definition of a "serious health condition" will be the same definition used in the federal Family and Medical Leave Act. In the event that the two weeks of advanced sick leave fall within the worker's probationary period, the Union and the Lab agree to discuss extending the probationary period for up to two additional months.

ARTICLE XV - Bereavement Leave

Each worker shall be entitled to five (5) days leave with pay in the case of death in the immediate family. The immediate family shall include: mother, father, spouse, son, daughter, step-children, and step-parents. A worker may substitute a "domestic partner" for spouse in the Article. The "domestic partner" is defined as a person, of either sex, living in the worker's household in the role of partner, both financially and emotionally, and with the intent to do so indefinitely. The above definition of "domestic partner" shall apply to bereavement leave only and the parties agree that there is no expectation that this definition will be applied or will serve as the basis for any other purpose. In the case of death of a worker's brother, sister, mother-in-law and father-in-law, the worker shall be entitled to three (3) days leave with pay. In the case of death of a worker's aunt, uncle, grandparents or grandchildren, the worker shall be entitled to one (1) day off with pay on the day of the funeral. Additional bereavement leave without pay may be granted upon approval of the Department Head and the Director of Human Resources.

ARTICLE XVI - Pension

All regular full-time and regular part-time workers who meet the eligibility requirements shall become participants in the MBL pension plan with TIAA/CREF ("Pension Plan"). The Employer shall contribute an amount equal to 10% of the worker's pay to the Pension Plan. The Employer may change pension funds and plans so long as benefits are comparable, except that if there is a change in the rest of MBL concerning the pension plan, including but not limited to a change in the level of contribution, the Employer may request to re-open negotiations with the Union concerning the change or changes. The Employer shall notify the Union prior to making any change in a pension fund or plan concerning the bargaining unit.

ARTICLE XVII - Life Insurance

All regular full-time and regular part-time workers are eligible for participation in the group life, accidental death and disability insurance plan. The Employer shall pay 100 % of the premiums for regular full-time workers and a pro-rated amount for regular part-time workers. Coverage commences on the first day of the policy month coinciding with or next following the date of hire. The benefit amount is equal to two times annual salary rounded to the next higher \$1,000.00. The Employer may change carriers and plans so long as benefits are substantially equivalent. The Employer shall notify the Union prior to making any change in carriers or plans.

ARTICLE XVIII - MBL Cafeteria Plan

All regular full-time and regular part-time workers are eligible to participate in the MBL Cafeteria Plan. To participate, eligible workers must elect to have medical and dental contributions and/or dependent care payments deducted from their pay on a pre-tax basis.

ARTICLE XIX - Supplemental Retirement Annuity Plan

All regular full-time and regular part-time workers are eligible for the Supplemental Retirement Annuity Plan ("SRA") offered through TIAA/CREF. To participate, eligible workers may contribute to the TIAA/CREF Plan through deductions from their pay.

ARTICLE XX - Discipline and Discharge

Section 1. Just Cause

The Employer has the right to discipline, suspend or discharge a worker for just cause only. In the event of discharge, the Employer will notify the Union within seventy-two (72) hours. In the event that the Employer issues a written warning to the worker, the Employer will provide a copy of the written warning to the Union. A probationary worker may be discharged or disciplined without recourse to the Grievance and Arbitration procedure.

Section 2. Right to Representation

Upon request, a worker has the right to the presence of a Union representative at an interview by the Employer when he/she is subject to discipline or when the worker reasonably believes that the interview may lead to discipline.

Section 3. Personnel Files

A worker shall have the right upon written request to examine his/her personnel file and to make copies thereof, except for confidential documents received prior to employment. Review of personnel files shall be by appointment with the Human Resources Department during non-work time during normal business hours, Monday through Friday. Worker records may not be removed from the Human Resources Office for any reason.

Workers shall have the opportunity to sign the file copy of any disciplinary action or evaluation with the understanding that the signature does not necessarily indicate agreement with the contents thereof. Workers shall have the right to comment in writing with regards to any disciplinary action or evaluation. The worker's written comments shall then become a part of the worker's personnel file. The absence of a worker's signature shall have no effect on the contents of the material.

The Employer shall not remove any record from a worker's personnel file. However, warnings or other record of disciplinary action imposed on a worker, which are followed by twelve (12) months during which no similar related disciplinary actions or warnings are made, shall not be used for disciplinary or promotional purposes. Matters which pose a threat of harm to another worker, constitute a violation of state or federal law, or substantially inhibit the functioning of MBL may be considered for disciplinary or promotional purposes regardless of when they took place.

ARTICLE XXI - Union Stewards and RepresentativesSection 1. Stewards

The Employer agrees to recognize eight (8) Union Stewards from the Employer's seniority list, one of whom shall be designated as the Chairperson, for the following areas: (1)Plant Operations and Maintenance; (2)Candle House/Homestead; (3)Custodians/Housekeepers; (4)Library; (5)Marine Resources; (6)Swope Front Office; (7)Ecosystems; and (8)Watchpersons. The Union will furnish the Employer with the names of the Stewards. The authority of the Stewards shall be limited to the investigation and presentation of grievances to the Employer in accordance with the provisions of this Agreement. The Stewards will investigate and initiate grievances during non-work time whenever practicable. The Employer recognizes that in some circumstances this will not be practicable. In those circumstances, the Stewards, with the permission of their immediate supervisor, may use a reasonable amount of work time to investigate and process grievances, provided however that the Stewards shall not interfere with the operations of MBL in the course of carrying out their Union duties.

Section 2. Union Representatives Access to Facilities

Duly authorized representatives of the Union shall be permitted to visit the facilities during regular working hours for the purpose of investigating grievances or administering the Collective Bargaining Agreement, provided the representative first notifies the Director of Human Resources before entering the premises. Authorized Union representatives shall conduct these visits in a way which does not interfere with the Employer's operations.

Section 3. Meetings

The Union Stewards and Union Representatives shall meet once a month with the Director of Human Resources.

Section 4. Bulletin Boards

The Employer will allow the posting of Union notices and newsletters on bulletin boards in the following locations:

- Main floor of Swope Center
- Basement of Loeb, outside of custodian supply room
- Second floor of Ecosystems Center
- Second floor kitchenette area of Marine Resources Center
- Third floor copy/lunch area of Candle House
- Second floor of ESL building just outside Homestead/Accounting office
- Union supplied bulletin board in the lobby area in basement of the Lillie Building

Informational notices of MBL bargaining unit meetings may be placed on the bulletin board in the Digital Processing Center on the second floor of the Lillie Building.

ARTICLE XXII - Bargaining Unit Work

Supervisors and management may perform bargaining unit work. Other employees outside the bargaining unit, volunteers and interns may perform bargaining unit work as long as it does not result in a layoff or result in continuing a layoff of a bargaining unit worker.

ARTICLE XXIII - Layoff

Section 1. Notice

The Union recognizes the Employer's right to lay off workers. In the event of a layoff, the Employer shall give one (1) week's notice in writing and (1) week's layoff pay to the affected worker. The Employer will meet with the Union within (1) one week of giving the notice to the worker.

Section 2. Procedure

In the event that the Employer determines that a layoff is necessary, it shall utilize the following procedure:

Probationary and temporary workers within the job classification shall be laid off first without regard to their respective periods of employment.

Next, non-probationary workers shall be laid off within the job classification on the basis of institutional seniority within the job classification. Classification designations shall be set forth in the Wage Schedule.

Section 3. Bumping

Institutional seniority shall govern bumping rights. A worker who is laid off may, if "qualified," exercise seniority rights by "bumping" a less senior worker within the bargaining unit. A worker shall be qualified if he/she is able to do the work with thirty (30) days of usual orientation and reasonable supervision, except for the following positions where the worker shall be qualified if he/she is able to do the work with minimal orientation, including having current certification, registration or licensure as may be required: head carpenter, grants accountant, accountant, catalog librarian, periodicals librarian, photo lab assistant, head apparatus technician, programmer one, scientific illustrator, machinist, senior biological collector, reference librarian, boat captain, central microscopy facility coordinator, and lab manager. Each worker receiving a notice of layoff or who is bumped and has the right to bump another worker must exercise his/her bumping right within three working days following being notified of layoff or of a bump affecting the worker ("the three day period"). In the event a worker does not exercise his/her bumping rights within the three day period, bumping rights shall end and the last bumped worker shall be laid off. There shall be no bumping into any position which is funded in whole, or in part, by restricted funds.

When a worker has bumped, the following rules shall govern the wage rates of the bumping workers: A worker who bumps into a position in the same or a lower labor grade shall continue to receive his/her present rate of pay or the top of the labor grade whichever is less. A worker who bumps into a position in a higher labor grade shall continue to receive his/her present rate of pay or the bottom of the labor grade whichever is more.

Workers who are laid off for an indefinite period of time may exercise the option to receive pay for accrued vacation and holiday time. Workers will not accrue additional seniority or benefits, except that the Employer will continue its contribution toward insurance coverage for participating workers for one (1) month following the month in which the worker is laid off.

Section 4. Recall

Recall of laid off workers shall be by institutional seniority within the job classification. Recall of laid off workers outside the job classification shall be by institutional seniority and the worker must be "qualified." A worker shall be qualified if he/she is able to do the work with thirty (30) days of usual orientation and reasonable supervision.

Notice of recall shall be sent by registered mail to the worker's last known address. A worker's failure to accept an offer of recall to return to a position in the same classification on the same shift and with the same hours worked as when laid off or failure to respond to a recall offer within one (1) week after receipt of notice to recall shall result in termination of his/her employment and a resulting loss of seniority. A worker shall retain recall rights for two (2) years. It is the worker's obligation to notify the Human Resources Department in writing of any changes in his/her current address.

ARTICLE XXIV - Past Practices

The Employer shall not be bound by any past practice unless it is specifically set forth in this Agreement or a Letter of Understanding between the parties. Prior to eliminating or changing any past practice not set forth in this Agreement or in a Letter of Understanding, the Employer shall notify the Union and give the Union an opportunity to negotiate over the elimination or change for a period of thirty (30) days from the date of notification.

During this thirty (30) day period, the Employer, upon the request of the Union, shall meet with the Union a minimum of three (3) times for a minimum duration of nine (9) hours for the three (3) sessions in total, in order to negotiate over the elimination or change.

ARTICLE XXV - Grievance and Arbitration

The purpose of this Article is to establish a procedure for the settlement of grievances. The parties recognize that most problems will be discussed and resolved between the workers, the Union Steward and the aggrieved worker's immediate supervisor. Such informal resolution of problems is encouraged. A matter so handled will not be deemed to be a grievance. If the problem is not resolved in this informal manner the following procedure shall apply:

Step 1: Any dispute involving the interpretation or application of the Agreement shall be deemed a grievance and must be filed with the Department Head in writing by the Union representative or aggrieved worker(s) within ten (10) working days after the aggrieved worker(s) or Union knew or had reason to know of the grievance. The Department Head or his/her designee shall respond in writing to the grievance within ten (10) working days of receipt. The Department Head or designee should attempt to resolve the grievance during that same ten (10) day period.

Step 2: If no satisfactory agreement is reached at the Step 1 level, the grievance shall be presented in writing to the Director of Human Resources within five (5) working days of the Department Head's or his/her designee's response. The Director of Human Resources will, within five (5) working days of receipt thereof, set up a meeting with the grievant and/or Union Steward and/or Union representative to discuss the matter. The Director of Human Resources will respond in writing to the grievance within five (5) working days after the meeting.

Step 3: If no satisfactory settlement of the grievance is reached at the second step, such grievance may be referred to arbitration at the request of the Union. Written notice of such

intent to proceed to arbitration must be delivered to the Director of Human Resources within thirty (30) working days after the decision of the Director of Human Resources has been rendered at the second step of the grievance procedure. The Union shall file for arbitration with the Labor Relations Connection unless either party objects. In the event of objection, the Union shall file for arbitration with the American Arbitration Association under its voluntary labor arbitration rules and regulations. The decision of the arbitrator shall be final and binding on all parties and also on the aggrieved person or persons. The cost of the arbitration assessed by the Labor Relations Connection or the American Arbitration Association and the arbitrator shall be borne equally by the parties.

It is agreed that the arbitrator shall have the authority only to settle disputes arising under this Agreement concerning the interpretation and application of the Agreement to the facts of the particular grievance involved. The arbitrator shall have no power to add to, subtract from or modify the terms of this Agreement.

Anything to the contrary herein notwithstanding, a grievance concerning a discharge, suspension, class grievance or job pay may be presented initially at Step 2 in the first instance, within the time limit specified in Step 2 of this Article.

Failure on the part of the Employer to respond to a grievance at any step shall not be deemed acquiescence thereto and the Union may proceed to the next step.

In the event that the Union fails to meet the time limitation at any step of the Grievance, and Arbitration procedure, the grievance will be forfeited and withdrawn.

ARTICLE XXVI - Management Rights

All management functions, rights and responsibilities which the Employer has not expressly modified or restricted by a specific provision of this Agreement are retained and vested exclusively in the Employer. More specifically, some of the rights retained by the Employer include, but are not limited to, the right, power and authority to manage the Employer's operations and to direct the working force; to establish and administer policies and procedures relating to research, education, training, operations, services and maintenance of the Employer; to reprimand, suspend, discharge or otherwise discipline workers for just cause; to hire, promote, transfer, layoff and recall workers to work; to determine the number of workers and the duties to be performed and the hours of work; to maintain the efficiency of workers; to establish, expand, reduce, alter, combine, consolidate or abolish any job classification, department, operation or service; to subcontract out bargaining unit work; to determine staffing and area worked; to control and regulate the use of facilities, supplies, equipment and other property of the Employer; to determine the number, location and operation of divisions, departments and all other units of the Employer, the assignment of work, qualifications required and the size and composition of the work force; to make or change the Employer's rules, regulations, policies and practices not inconsistent with the terms of this Agreement; and otherwise generally to manage the Laboratory, attain and maintain the highest level of efficiency and proficiency, and direct the work force, except as expressly modified or restricted by a specific provision of this Agreement.

The above rights of management are not all inclusive, but indicate the types of matters or rights which shall belong to or are inherent to management. The Employer may not exercise these rights in an arbitrary or capricious manner.

ARTICLE XXVII - Seniority

Section 1. Institutional Seniority

Institutional seniority means the length of time a worker has been continuously employed with the MBL from the last date of hire in any position with the MBL. Institutional seniority shall be used in determining benefit entitlement, bumping and recall rights.

Section 2. Loss of Seniority

A worker's seniority shall be lost when he/she:

- (a) is discharged for just cause, quits or voluntarily terminates;
- (b) exceeds an authorized leave of absence unless the reason for the absence was beyond the worker's control;
- (c) is absent for two (2) consecutive work days without notifying the Employer unless the reason for the absence was beyond the worker's control;
- (d) accepts employment elsewhere without permission from the Employer while on a leave of absence; or
- (e) has had his/her recall rights extinguished under the applicable layoff provisions of this Agreement.

Section 3. Seniority Upon Rehire

A worker who is rehired shall receive seniority credit for his/her previous employment at MBL so long as the worker's time away from MBL is not greater than the worker's length of employment at MBL.

ARTICLE XXVIII - No Strike Or Lockout

All disputes and controversies over the meaning of this Agreement shall be resolved exclusively in the grievance and arbitration procedures set forth herein. Accordingly, during the term of this Agreement, or any extension thereof, there shall be no resort by a worker or workers to a strike, sympathy strike, slowdown, picketing, concerted refusal of overtime or interference with the Employer's operations, directly or indirectly, or any form of work stoppage of any kind. There shall be no lockouts by the Employer.

In the event of the occurrence of any prohibited acts referred to in the first paragraph of this Article, the Union agrees promptly and publicly to repudiate such action, to act in good faith and use its best efforts to secure a return of the workers to work and to advise the worker or workers involved orally or in writing that a failure to return to work immediately may result in disciplinary action taken by the Employer. Any worker who violates the first paragraph of this section shall be subject to disciplinary action up to and including discharge. The discipline, if any, imposed by the Employer shall not be subject to the Grievance and Arbitration procedure except to determine the fact of such participation in the prohibitive act.

ARTICLE XXIX - Scope of AgreementSection 1. Result of Collective Bargaining

This Agreement constitutes the entire agreement which the Employer and the Union arrived at as a result of collective bargaining negotiations except as to such amendment hereto as shall be reduced to writing and signed by the parties.

Section 2. Parties Acknowledgment

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands with respect to any subject or matter not removed by law from the area of collective bargaining and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. This Agreement sets forth the Employer's obligations regarding wages, hours and other terms and conditions of employment. Therefore, the Employer and the Union for the life of this Agreement, each voluntarily and unqualifiedly waive the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement even though such subjects or matters may not have been in the knowledge or contemplation of either or both parties at the time the Agreement was signed.

ARTICLE XXX - Saving Clause

Should any part hereof, or any other provision herein contained, be rendered or declared invalid by reason of any existing or subsequently-enacted legislation, or by any decree of a Court of competent jurisdiction, such invalidation of such part, or portion of this Agreement, shall not invalidate any remaining portions which shall remain in full force and effect.

ARTICLE XXXI - Duration

This Agreement will be in effect as of April 1, 2003 and remain in full force and effect until midnight April 1, 2008 and will continue in effect from year to year thereafter unless written notice of a desire to modify or terminate this Agreement is given by either party to the other at least ninety (90) days prior to April 1 of any year.

Acknowledged and accepted by the parties on the date(s) below:

Hospital Workers Union

By: Herb Luther Date: NOV 25, 2003

By: William M. Lockhart Date: 26 Nov '03

SEIU Local 2020
Marine Biological Laboratory November 2, 2003
Regional V

By: Susan G. Gux Date: December 4, 2003

Marty Juty
Jack Callahan
Bonita Steffi
Andrew W. Sexton
Lana Reuter
Dee M. Shpesh
Heidi Nelson
Donald Settle
Steve Mills
Juzenne L. Livingston
Deborah E. Grasso
Archie MacDonald
David L. Fish Jr.

BARGAINING UNIT GRADES
EFFECTIVE April 1, 2003

Grade 3

Lab Assistant
Assistant Shipping/Receiving Clerk
Clerk

Grade 4

Housekeeper
Custodian
Gift Shop Assistant

Grade 5

Head Mail Clerk
Apparatus Assistant
Maintenance Assistant
Library Assistant/Bookshelver
Animal Care Technician

Grade 6

Head Groundskeeper
Shipping/Receiving Clerk
Painter
Watchperson
Purchasing Assistant
External Affairs Assistant
Library Assistant/Digital Processing Center
Head Housekeeper

Grade 7

Assistant Housing Coordinator
Front Office Assistant
Head Custodian
A/R Accounting Assistant
A/P Accounting Assistant
Head Watchperson
Stock Room Assistant
Caretaker
Secretary
Maintenance Mechanic

Grade 8

Marine Shipper
Administrative Assistant I
Marine Specimen Collector
A/V Electronics Technician
MRC Life Support Technician

Grade 9

Administrative Assistant II
Seawater Technician
Head Caretaker
A/P Bookkeeper
A/R Bookkeeper
Payroll Bookkeeper
Graphic Designer
Maintenance Mechanist/Machinist
Access Librarian
Project Carpenter
Assistant to Research Administrator
Assistant to POM

Grade 10

Electrician
Archivist/Administrative Assistant
Housing Coordinator
Ext. Affairs Database Coordinator
Research and Education Lab Assistant
Assist. to Director of Education
HVAC/R Technician
Water Quality Technician
Head Plumber
Carpenter
Electrical/Mechanical Technician
Machinist
Conference Coordinator

Grade 11

Senior Biological Collector
Head Apparatus Technician

Grade 12

Boat Captain*
Science Reference Librarian
Document Resources Librarian
Serials Librarian
Research and Education Lab Technician
Catalogue Librarian
Marine Specimen Collector/DSO

Grade 13

Licensed Boat Captain*
Computer Network Associate

** denotes exempt status*

CLASSIFICATIONS:

- | | | | |
|-----|---|-----|--|
| 1. | Custodian and Housekeeper | 48. | Clerk |
| 2. | Lab Assistant | 49. | Marine Specimen Collector |
| 3. | Assistant Shipping/Receiving Clerk | 50. | Marine Specimen Collector/DSO |
| 4. | Head Housekeeper | 51. | External Affairs Database Coordinator |
| 5. | Digital Processing Assistant | 52. | External Affairs Assistant |
| 6. | Marine Shipper | 53. | Graphic Designer |
| 7. | Head Mail Clerk | 54. | Access Librarian |
| 8. | Head Groundskeeper | 55. | Maintenance Mechanic/Machinist |
| 9. | Shipping/Receiving Clerk | 56. | A/V Electronics Technician |
| 10. | Purchasing Assistant | 57. | Assistant Housing Coordinator |
| 11. | Stockroom Assistant | 58. | Front Office Assistant |
| 12. | Head Custodian | 59. | Gift Shop Assistant |
| 13. | Watchperson | 60. | Animal Care Technician |
| 14. | Accounting Assistant | 61. | Assistant to Research Administrator |
| 15. | Water Quality Technician | 62. | Machinist |
| 16. | Painter | 63. | Conference Coordinator |
| 17. | Head Watchperson | 64. | Assistant to POM |
| 18. | Carpenter | 65. | Assistant to the Director of Education |
| 19. | Caretaker | | |
| 20. | Housing Coordinator | | |
| 21. | Secretary | | |
| 22. | MRC Life Support Tech | | |
| 23. | Research and Education Lab Assistant | | |
| 24. | Bookkeeper | | |
| 25. | Document Resource Librarian | | |
| 26. | Catalog Librarian | | |
| 27. | Serials Librarian | | |
| 28. | Administrative Assistant I | | |
| 29. | Administrative Assistant II | | |
| 30. | Associates Liaison | | |
| 31. | Head Apparatus Technician | | |
| 32. | Electrician, Electrical/Mechanical Technician | | |
| 33. | HVAC/R Technician | | |
| 34. | Seawater Technician | | |
| 35. | Head Caretaker | | |
| 36. | Plumber | | |
| 37. | Computer Network Associate | | |
| 38. | Payroll Bookkeeper | | |
| 39. | Sr. Biological Collector | | |
| 40. | Science Reference Librarian | | |
| 41. | Boat Captain | | |
| 42. | Licensed Boat Captain | | |
| 43. | Research and Education Lab Technician | | |
| 44. | Maintenance Assistant | | |
| 45. | Maintenance Mechanic | | |
| 46. | Archivist/Administrative Assistant | | |
| 47. | Library Assistant/Bookshelver | | |

6/1/2003	Grade 3	Grade 4	Grade 5	Grade 6	Grade 7	Grade 8	Grade 9	Grade 10	Grade 11	Grade 12	Grade 13
1 YR.	\$9.63	\$10.08	\$10.77	\$11.47	\$12.42	\$12.55	\$13.36	\$14.18	\$15.40	\$17.32	\$19.10
2 YRS.	\$9.85	\$10.31	\$11.01	\$11.77	\$12.71	\$12.86	\$13.71	\$14.56	\$15.79	\$17.71	\$19.52
3 YRS.	\$10.08	\$10.58	\$11.28	\$12.05	\$13.02	\$13.20	\$14.04	\$14.92	\$16.17	\$18.12	\$19.91
4 YRS.	\$10.30	\$10.81	\$11.55	\$12.33	\$13.33	\$13.50	\$14.41	\$15.28	\$16.54	\$18.50	\$20.32
5 YRS.	\$10.54	\$11.03	\$11.83	\$12.59	\$13.64	\$13.81	\$14.73	\$15.67	\$16.94	\$18.89	\$20.73
6 YRS.	\$10.78	\$11.28	\$12.09	\$12.87	\$13.93	\$14.12	\$15.07	\$16.03	\$17.31	\$19.29	\$21.12
7 YRS.	\$10.99	\$11.52	\$12.35	\$13.16	\$14.23	\$14.47	\$15.41	\$16.40	\$17.69	\$19.68	\$21.53
8 YRS.	\$11.22	\$11.77	\$12.61	\$13.44	\$14.55	\$14.77	\$15.77	\$16.76	\$18.09	\$20.07	\$21.96
9 YRS.	\$11.39	\$11.97	\$12.82	\$13.68	\$14.80	\$15.08	\$16.09	\$17.13	\$18.45	\$20.46	\$22.35
10 YRS.	\$11.57	\$12.15	\$13.06	\$13.89	\$15.05	\$15.40	\$16.44	\$17.50	\$18.83	\$20.86	\$22.75
11 YRS.	\$11.76	\$12.34	\$13.27	\$14.11	\$15.29	\$15.68	\$16.73	\$17.80	\$18.95	\$21.20	\$23.12
12 YRS.	\$11.95	\$12.53	\$13.48	\$14.37	\$15.58	\$15.95	\$17.03	\$18.15	\$19.49	\$21.53	\$23.46
13 YRS.	\$12.12	\$12.71	\$13.70	\$14.58	\$15.82	\$16.21	\$17.32	\$18.45	\$19.82	\$21.88	\$23.82
14 YRS.	\$12.28	\$12.90	\$13.90	\$14.81	\$16.06	\$16.46	\$17.61	\$18.77	\$20.14	\$22.22	\$24.18
15 YRS.	\$12.47	\$13.11	\$14.11	\$15.04	\$16.31	\$16.73	\$17.90	\$19.08	\$20.47	\$22.57	\$24.54
16 YRS.	\$12.63	\$13.30	\$14.36	\$15.26	\$16.56	\$17.01	\$18.20	\$19.40	\$20.82	\$22.92	\$24.89
17 YRS.	\$12.81	\$13.48	\$14.56	\$15.48	\$16.84	\$17.26	\$18.49	\$19.72	\$21.12	\$23.26	\$25.26
18 YRS.	\$13.00	\$13.68	\$14.77	\$15.73	\$17.08	\$17.53	\$18.77	\$20.04	\$21.46	\$23.58	\$25.59
19 YRS.	\$13.26	\$13.94	\$15.06	\$16.05	\$17.42	\$17.79	\$19.06	\$20.34	\$21.80	\$23.93	\$25.95
20 YRS.	\$13.52	\$14.22	\$15.37	\$16.37	\$17.78	\$18.09	\$19.37	\$20.68	\$22.14	\$24.29	\$26.30

4/1/2004	Grade 3	Grade 4	Grade 5	Grade 6	Grade 7	Grade 8	Grade 9	Grade 10	Grade 11	Grade 12	Grade 13
1 YR.	\$9.82	\$10.28	\$10.98	\$11.70	\$12.66	\$12.80	\$13.63	\$14.46	\$15.71	\$17.67	\$19.49
2 YRS.	\$10.05	\$10.52	\$11.23	\$12.01	\$12.96	\$13.12	\$13.98	\$14.85	\$16.11	\$18.06	\$19.91
3 YRS.	\$10.28	\$10.79	\$11.51	\$12.29	\$13.28	\$13.46	\$14.32	\$15.22	\$16.50	\$18.49	\$20.30
4 YRS.	\$10.50	\$11.03	\$11.78	\$12.57	\$13.60	\$13.77	\$14.70	\$15.59	\$16.87	\$18.87	\$20.73
5 YRS.	\$10.75	\$11.26	\$12.06	\$12.85	\$13.92	\$14.09	\$15.03	\$15.98	\$17.28	\$19.27	\$21.15
6 YRS.	\$10.99	\$11.51	\$12.34	\$13.13	\$14.21	\$14.40	\$15.37	\$16.35	\$17.66	\$19.68	\$21.54
7 YRS.	\$11.21	\$11.76	\$12.60	\$13.43	\$14.52	\$14.76	\$15.72	\$16.72	\$18.04	\$20.08	\$21.96
8 YRS.	\$11.45	\$12.01	\$12.86	\$13.71	\$14.84	\$15.06	\$16.09	\$17.10	\$18.45	\$20.48	\$22.40
9 YRS.	\$11.62	\$12.21	\$13.07	\$13.95	\$15.10	\$15.38	\$16.42	\$17.47	\$18.82	\$20.87	\$22.79
10 YRS.	\$11.80	\$12.39	\$13.32	\$14.17	\$15.35	\$15.71	\$16.77	\$17.85	\$19.20	\$21.28	\$23.20
11 YRS.	\$11.99	\$12.59	\$13.54	\$14.39	\$15.60	\$16.00	\$17.06	\$18.16	\$19.33	\$21.62	\$23.58
12 YRS.	\$12.19	\$12.78	\$13.74	\$14.65	\$15.89	\$16.27	\$17.37	\$18.51	\$19.88	\$21.96	\$23.93
13 YRS.	\$12.36	\$12.96	\$13.97	\$14.87	\$16.13	\$16.53	\$17.67	\$18.82	\$20.21	\$22.32	\$24.29
14 YRS.	\$12.53	\$13.15	\$14.18	\$15.11	\$16.38	\$16.79	\$17.96	\$19.14	\$20.54	\$22.67	\$24.66
15 YRS.	\$12.72	\$13.37	\$14.39	\$15.34	\$16.63	\$17.06	\$18.26	\$19.46	\$20.88	\$23.02	\$25.03
16 YRS.	\$12.88	\$13.56	\$14.64	\$15.56	\$16.89	\$17.35	\$18.57	\$19.79	\$21.24	\$23.37	\$25.39
17 YRS.	\$13.06	\$13.74	\$14.85	\$15.79	\$17.18	\$17.61	\$18.86	\$20.11	\$21.54	\$23.73	\$25.76
18 YRS.	\$13.26	\$13.95	\$15.06	\$16.04	\$17.42	\$17.88	\$19.14	\$20.44	\$21.88	\$24.06	\$26.10
19 YRS.	\$13.53	\$14.22	\$15.36	\$16.37	\$17.77	\$18.14	\$19.44	\$20.75	\$22.24	\$24.41	\$26.47
20 YRS.	\$13.79	\$14.51	\$15.68	\$16.70	\$18.13	\$18.45	\$19.76	\$21.09	\$22.58	\$24.77	\$26.83
21 YRS.	\$14.07	\$14.80	\$15.99	\$17.03	\$18.50	\$18.82	\$20.15	\$21.51	\$23.03	\$25.27	\$27.37

4/1/2005	Grade 3	Grade 4	Grade 5	Grade 6	Grade 7	Grade 8	Grade 9	Grade 10	Grade 11	Grade 12	Grade 13
2 YRS.	\$10.35	\$10.83	\$11.57	\$12.37	\$13.35	\$13.51	\$14.40	\$15.29	\$16.59	\$18.61	\$20.50
3 YRS.	\$10.59	\$11.11	\$11.85	\$12.66	\$13.68	\$13.86	\$14.75	\$15.68	\$16.99	\$19.04	\$20.91
4 YRS.	\$10.82	\$11.36	\$12.13	\$12.95	\$14.00	\$14.18	\$15.14	\$16.05	\$17.38	\$19.44	\$21.35
5 YRS.	\$11.08	\$11.59	\$12.42	\$13.23	\$14.33	\$14.51	\$15.48	\$16.46	\$17.80	\$19.85	\$21.78
6 YRS.	\$11.32	\$11.85	\$12.71	\$13.52	\$14.64	\$14.84	\$15.83	\$16.84	\$18.19	\$20.27	\$22.19
7 YRS.	\$11.55	\$12.11	\$12.97	\$13.83	\$14.95	\$15.20	\$16.19	\$17.23	\$18.58	\$20.68	\$22.62
8 YRS.	\$11.79	\$12.37	\$13.24	\$14.12	\$15.28	\$15.52	\$16.57	\$17.61	\$19.00	\$21.09	\$23.07
9 YRS.	\$11.97	\$12.58	\$13.47	\$14.37	\$15.55	\$15.84	\$16.91	\$18.00	\$19.38	\$21.50	\$23.48
10 YRS.	\$12.15	\$12.76	\$13.72	\$14.59	\$15.81	\$16.18	\$17.27	\$18.38	\$19.78	\$21.92	\$23.90
11 YRS.	\$12.35	\$12.96	\$13.95	\$14.82	\$16.07	\$16.48	\$17.58	\$18.70	\$19.91	\$22.27	\$24.29
12 YRS.	\$12.55	\$13.16	\$14.16	\$15.09	\$16.37	\$16.76	\$17.89	\$19.06	\$20.48	\$22.62	\$24.65
13 YRS.	\$12.73	\$13.35	\$14.39	\$15.32	\$16.62	\$17.03	\$18.20	\$19.38	\$20.82	\$22.99	\$25.02
14 YRS.	\$12.90	\$13.55	\$14.60	\$15.56	\$16.87	\$17.30	\$18.50	\$19.72	\$21.16	\$23.35	\$25.40
15 YRS.	\$13.10	\$13.77	\$14.82	\$15.80	\$17.13	\$17.58	\$18.81	\$20.05	\$21.51	\$23.71	\$25.78
16 YRS.	\$13.27	\$13.97	\$15.08	\$16.03	\$17.40	\$17.87	\$19.12	\$20.39	\$21.87	\$24.08	\$26.15
17 YRS.	\$13.45	\$14.16	\$15.29	\$16.26	\$17.69	\$18.14	\$19.43	\$20.71	\$22.19	\$24.44	\$26.53
18 YRS.	\$13.65	\$14.37	\$15.52	\$16.52	\$17.94	\$18.42	\$19.72	\$21.05	\$22.54	\$24.78	\$26.89
19 YRS.	\$13.93	\$14.65	\$15.82	\$16.86	\$18.30	\$18.69	\$20.02	\$21.37	\$22.90	\$25.14	\$27.26
20 YRS.	\$14.20	\$14.94	\$16.15	\$17.20	\$18.68	\$19.00	\$20.35	\$21.72	\$23.26	\$25.52	\$27.64
21 YRS.	\$14.49	\$15.24	\$16.47	\$17.55	\$19.05	\$19.39	\$20.76	\$22.16	\$23.72	\$26.03	\$28.19
22 YRS.	\$14.78	\$15.55	\$16.80	\$17.90	\$19.43	\$19.77	\$21.17	\$22.60	\$24.20	\$26.55	\$28.75

4/1/2006	Grade 3	Grade 4	Grade 5	Grade 6	Grade 7	Grade 8	Grade 9	Grade 10	Grade 11	Grade 12	Grade 13
2 YRS.	\$10.66	\$11.16	\$11.92	\$12.74	\$13.75	\$13.92	\$14.84	\$15.75	\$17.09	\$19.17	\$21.12
3 YRS.	\$10.90	\$11.45	\$12.21	\$13.04	\$14.09	\$14.28	\$15.20	\$16.15	\$17.50	\$19.61	\$21.54
4 YRS.	\$11.14	\$11.70	\$12.50	\$13.34	\$14.43	\$14.61	\$15.59	\$16.54	\$17.90	\$20.02	\$21.99
5 YRS.	\$11.41	\$11.94	\$12.80	\$13.63	\$14.76	\$14.94	\$15.94	\$16.96	\$18.33	\$20.44	\$22.43
6 YRS.	\$11.66	\$12.21	\$13.09	\$13.93	\$15.08	\$15.28	\$16.31	\$17.34	\$18.73	\$20.88	\$22.86
7 YRS.	\$11.89	\$12.47	\$13.36	\$14.24	\$15.40	\$15.66	\$16.68	\$17.74	\$19.14	\$21.30	\$23.30
8 YRS.	\$12.15	\$12.74	\$13.64	\$14.55	\$15.74	\$15.98	\$17.07	\$18.14	\$19.58	\$21.72	\$23.76
9 YRS.	\$12.33	\$12.95	\$13.87	\$14.80	\$16.02	\$16.32	\$17.42	\$18.54	\$19.96	\$22.14	\$24.18
10 YRS.	\$12.52	\$13.15	\$14.14	\$15.03	\$16.28	\$16.67	\$17.79	\$18.94	\$20.37	\$22.58	\$24.62
11 YRS.	\$12.72	\$13.35	\$14.36	\$15.27	\$16.55	\$16.97	\$18.10	\$19.26	\$20.50	\$22.94	\$25.01
12 YRS.	\$12.93	\$13.56	\$14.58	\$15.55	\$16.86	\$17.26	\$18.43	\$19.64	\$21.09	\$23.30	\$25.39
13 YRS.	\$13.11	\$13.75	\$14.82	\$15.78	\$17.11	\$17.54	\$18.74	\$19.96	\$21.44	\$23.68	\$25.77
14 YRS.	\$13.29	\$13.95	\$15.04	\$16.03	\$17.38	\$17.81	\$19.06	\$20.31	\$21.79	\$24.05	\$26.16
15 YRS.	\$13.50	\$14.18	\$15.27	\$16.27	\$17.65	\$18.10	\$19.37	\$20.65	\$22.16	\$24.42	\$26.56
16 YRS.	\$13.67	\$14.39	\$15.53	\$16.51	\$17.92	\$18.41	\$19.70	\$21.00	\$22.53	\$24.80	\$26.93
17 YRS.	\$13.86	\$14.58	\$15.75	\$16.75	\$18.22	\$18.68	\$20.01	\$21.34	\$22.86	\$25.17	\$27.33
18 YRS.	\$14.06	\$14.80	\$15.98	\$17.02	\$18.48	\$18.97	\$20.31	\$21.69	\$23.22	\$25.52	\$27.69
19 YRS.	\$14.35	\$15.09	\$16.29	\$17.37	\$18.85	\$19.25	\$20.62	\$22.01	\$23.59	\$25.90	\$28.08
20 YRS.	\$14.63	\$15.39	\$16.63	\$17.72	\$19.24	\$19.58	\$20.96	\$22.37	\$23.95	\$26.28	\$28.46
21 YRS.	\$14.92	\$15.70	\$16.96	\$18.07	\$19.62	\$19.97	\$21.38	\$22.82	\$24.43	\$26.81	\$29.03
22 YRS.	\$15.22	\$16.01	\$17.30	\$18.43	\$20.01	\$20.37	\$21.81	\$23.28	\$24.92	\$27.34	\$29.61

4/1/2007	Grade 3	Grade 4	Grade 5	Grade 6	Grade 7	Grade 8	Grade 9	Grade 10	Grade 11	Grade 12	Grade 13
2 YRS.	\$10.98	\$11.49	\$12.27	\$13.12	\$14.16	\$14.34	\$15.28	\$16.22	\$17.60	\$19.74	\$21.75
3 YRS.	\$11.23	\$11.79	\$12.57	\$13.43	\$14.51	\$14.71	\$15.65	\$16.63	\$18.03	\$20.20	\$22.19
4 YRS.	\$11.48	\$12.05	\$12.87	\$13.74	\$14.86	\$15.04	\$16.06	\$17.03	\$18.44	\$20.62	\$22.65
5 YRS.	\$11.75	\$12.30	\$13.18	\$14.04	\$15.21	\$15.39	\$16.42	\$17.47	\$18.88	\$21.06	\$23.11
6 YRS.	\$12.01	\$12.57	\$13.48	\$14.35	\$15.53	\$15.74	\$16.80	\$17.86	\$19.29	\$21.50	\$23.54
7 YRS.	\$12.25	\$12.85	\$13.76	\$14.67	\$15.86	\$16.12	\$17.18	\$18.27	\$19.72	\$21.94	\$24.00
8 YRS.	\$12.51	\$13.12	\$14.05	\$14.98	\$16.21	\$16.46	\$17.58	\$18.68	\$20.16	\$22.37	\$24.47
9 YRS.	\$12.70	\$13.34	\$14.29	\$15.24	\$16.50	\$16.81	\$17.94	\$19.09	\$20.56	\$22.81	\$24.91
10 YRS.	\$12.89	\$13.54	\$14.56	\$15.48	\$16.77	\$17.17	\$18.32	\$19.50	\$20.98	\$23.26	\$25.36
11 YRS.	\$13.11	\$13.75	\$14.80	\$15.73	\$17.04	\$17.48	\$18.65	\$19.84	\$21.12	\$23.63	\$25.77
12 YRS.	\$13.32	\$13.96	\$15.02	\$16.01	\$17.37	\$17.78	\$18.98	\$20.22	\$21.73	\$24.00	\$26.15
13 YRS.	\$13.50	\$14.16	\$15.27	\$16.25	\$17.63	\$18.06	\$19.31	\$20.56	\$22.09	\$24.39	\$26.55
14 YRS.	\$13.69	\$14.37	\$15.49	\$16.51	\$17.90	\$18.35	\$19.63	\$20.92	\$22.45	\$24.77	\$26.95
15 YRS.	\$13.90	\$14.61	\$15.73	\$16.76	\$18.17	\$18.65	\$19.95	\$21.27	\$22.82	\$25.16	\$27.36
16 YRS.	\$14.08	\$14.82	\$16.00	\$17.01	\$18.46	\$18.96	\$20.29	\$21.63	\$23.21	\$25.54	\$27.74
17 YRS.	\$14.27	\$15.02	\$16.22	\$17.26	\$18.77	\$19.24	\$20.61	\$21.98	\$23.54	\$25.93	\$28.15
18 YRS.	\$14.49	\$15.24	\$16.46	\$17.53	\$19.03	\$19.54	\$20.92	\$22.34	\$23.91	\$26.29	\$28.52
19 YRS.	\$14.78	\$15.54	\$16.78	\$17.89	\$19.42	\$19.83	\$21.24	\$22.67	\$24.30	\$26.67	\$28.92
20 YRS.	\$15.07	\$15.85	\$17.13	\$18.25	\$19.81	\$20.16	\$21.59	\$23.04	\$24.67	\$27.07	\$29.32
21 YRS.	\$15.37	\$16.17	\$17.47	\$18.61	\$20.21	\$20.57	\$22.02	\$23.51	\$25.17	\$27.61	\$29.90
22 YRS.	\$15.68	\$16.49	\$17.82	\$18.99	\$20.62	\$20.98	\$22.46	\$23.98	\$25.67	\$28.16	\$30.50



MARINE BIOLOGICAL LABORATORY

7 MBL STREET • WOODS HOLE • MASSACHUSETTS • 02543-1015 • [508] 548-3705

HUMAN RESOURCES

Phone: 508-289-7422
Email: resume@mbi.edu

October 8, 2003

Mr. Patrick Crowley
Hospital Workers Union
94 Main Street
Hyannis, MA 02601

Re: Past Practices

Dear Mr. Crowley:

During the 2003 contract negotiations, the parties agreed as follows:

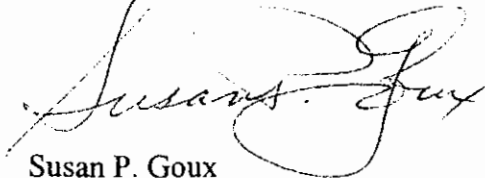
The past practices set forth below shall continue in effect for the duration of this Agreement:

1. Foul weather gear for Watchpersons, Marine Resources workers and Buildings and Grounds workers;
2. Use of shipping/receiving services;
3. An Employee Assistance Program;
4. Free parking subject to availability;
5. Free coffee in Candle House, while on professional business in the building;
6. Work gloves;
7. Reimbursement of 2/3 purchase price (up to a maximum \$40 reimbursement) for steel-toed shoes per year for the trades;
8. Disposal of home toxic wastes through the Stock Room in accordance with applicable law and so long as the cost does not become prohibitive;
9. One paid hour off per year for the purposes of giving blood;
10. Use of available and appropriate MBL refrigerators for lunches;

Page 2
October 8, 2003

11. Radio phone for on-call workers;
12. Pay for emergency campus-wide closing;
13. Qualified workers may use MBL tools, garage, and workshops during non-work time provided they sign the necessary releases before using these tools and facilities and that the work being done with the tools or in the garage and workshops is for personal, non-compensable use only.
14. In the event that a custodian and/or a housekeeper works on the 6th or 7th day of the workweek, he/she shall be paid for a minimum of four (4) hours.

Very truly yours,



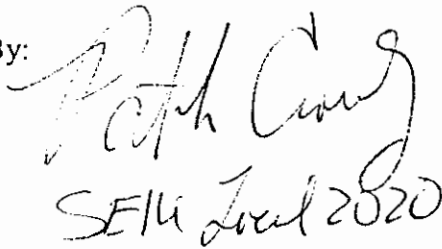
Susan P. Goux
Director of Human Resources

Acknowledged and accepted this day of , 2003.

Hospital Workers Union

MBL

By:



SEIU Local 2020

By:



12/2/03



MARINE BIOLOGICAL LABORATORY

7 MBL STREET • WOODS HOLE • MASSACHUSETTS • 02543-1015 • (508) 548-3100

HUMAN RESOURCES

Phone: 508-289-7422
Email: resume@mbi.edu

October 8, 2003

Mr. Patrick Crowley
Hospital Workers Union
94 Main Street
Hyannis, MA 02601

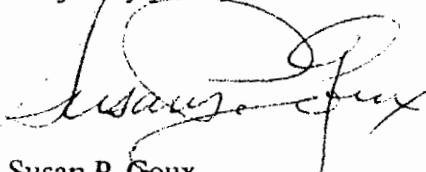
Re: Subcontracting

Dear Mr. Crowley:

During the 2003 contract negotiations, the parties agreed as follows:

Thirty days prior to subcontracting out bargaining unit work that will result in the layoff of bargaining unit workers, the MBL agrees to give the Union an opportunity to discuss alternatives to the subcontracting decision.

Very truly yours,


Susan P. Goux
Director of Human Resources

Acknowledged and accepted this _____ day of _____, 2003.

Hospital Workers Union

MBL

By: 

By: 

SEIU Local 2020

12/2/03

12/02/03 10:45 FAX 5082897931

RESEARCH AND EDUCATION

0002



MARINE BIOLOGICAL LABORATORY

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HUMAN RESOURCES

Phone: 508-289-7422
Email: resume@mbi.edu

November 6, 2003

Patrick Crowley
Hospital Workers Union
94 Main Street
Hyannis, MA 02601Re: Housing

Dear Mr. Crowley:

During the 2003 contract negotiations, the parties agreed as follows:

The following worker shall be entitled to housing provided by the Employer at no cost for the duration of this Agreement: Kurt Fuglister. This housing arrangement is contingent upon the above-named individual continuing to work at MBL.

As a condition of employment the position of Head Caretaker will be required to live in MBL housing and pay the agreed upon rent. The rent for the house located at 331 Oyster Pond Road (referred to as Devil's Lane #1) is \$875 per month, including heating oil, electricity, and water for the period June 1, 2003 through March 31, 2004. From April 1, 2004 through March 31, 2005, the rent, including heating oil, electricity, and water is \$925 per month. From April 1, 2005 through March 31, 2006, the rent, including heating oil, electricity, and water is \$975 per month. From April 1, 2006 through March 31, 2007, the rent, including heating oil, electricity, and water is \$1025 per month. From April 1, 2007 through March 31, 2008, the rent, including heating oil, electricity, and water is \$1075 per month. The rent will be deducted from the worker's paycheck in two equal monthly installments.

Very truly yours,

Susan P. Goux
Director of Human Resources

Acknowledged and accepted this _____ day of _____, 2003.

Hospital Workers Union

By:

MBL

By: 12 2 03